

Appendix E

Grievance Settlement Agreement

This Settlement Agreement (“Agreement”), made by and between *(grievant’s name)*, Forest Service Council-National Federation of Federal Employees (Union), and the United States Forest Service (USFS), collectively “the Parties,” constitutes a full and final settlement of any and all alleged issues raised in the grievance filed on *(date)*.

The Parties agree that resolution of this matter is in their mutual best interests and have agreed to set forth the terms of this Agreement in writing. This Agreement is authorized under 5 U.S.C. 71 and Article 9 of the Master Agreement.

Items in italics below are issues for the Parties to address and include in the Agreement, as applicable. All other text is mandatory language.

A. The Agency Agrees:

- a. *(State specifically who, what, when, where, and how the agency agrees to do.)*

B. The Grievant Agrees:

- a. *(State specifically who, what, when, where, and how the grievant agrees to do.)*
- b. To withdraw the grievance filed on *(date)* and any and all other related grievances, appeals, or complaints that have been filed, if applicable.

C. The Union Agrees:

- a. *(State specifically who, what, when, where, and how the union agrees to do.)*

D. The Parties Agree:

- a. To cooperate in good faith to complete implementation of this Agreement and abide by the terms of this Agreement. If a Party believes that the other has not fully complied with one or more terms of this Agreement, that Party or his/her representative shall make a good faith effort to contact the other Party to discuss and seek correction of any compliance or

implementation issues before taking formal action. This does not affect any time limits for taking further action.

- b. The terms of this Agreement may not be used by any other individual to justify or request similar terms and resolution.
- c. If a Party believes that another Party has failed to comply with the terms of this Agreement, the Party may:
 - 1. File a new step 1 grievance requesting that the terms of the settlement agreement be specifically implemented, OR
 - 2. Reinstate the grievance at the next step from where the settlement occurred, if applicable.

Either 1 or 2 above must be done within 30 days following the date on which the grievant knew or should have known of alleged noncompliance.

- d. The Parties are entering into this Agreement voluntarily, without coercion or duress, and that they fully understand the terms of this Agreement.
- e. The effective date of this Agreement is the date that the last person listed below signs and dates this Agreement.
- f. *(Insert confidentiality clause; that is, degree of confidentiality, is it applicable, to whom, why and what clauses, at what level, etc.)*
- g. *(State duration/date or triggering event for closure of this Agreement.)*

Grievant's Signature

Date

Print Grievant's Name

Union Representative's Signature

Date

Print Union Representative's Name

USFS Agency Representative's Signature

Date

Print USFS Agency Representative's Name